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RCPT # 92415

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JUL 20 2004

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Attorney for Creditor  
**TranSouth Financial Corporation**

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF IDAHO

04-01883

In re:	)	Case No. 04-2224-
	)	Chapter 13
KATHERINE L. YOCOM,	)	MOTION FOR RELIEF FROM
Debtor.	)	AUTOMATIC STAY AND
	)	NOTICE TO DEBTOR

COMES NOW **TranSouth Financial Corporation**, (hereinafter referred to as "TranSouth") a secured creditor, and pursuant to 11 U.S.C. § 362, respectfully moves this Court for its Order granting relief to this Creditor from the effect of the automatic stay existing by virtue of 11 U.S.C. § 362(a) on the collateral hereinafter described, by annulling, modifying, or otherwise terminating the automatic stay so as to allow this Creditor to enforce its rights in certain collateral. In support of this Motion, this Creditor represents as follows:

1. On March 14<sup>th</sup>, 2004, Debtor entered into a Simple Interest Motor Vehicle Contract and Security Agreement (hereinafter "Agreement") with TranSouth Financial Corp. To secure the payments required by the Agreement, Debtor executed a security agreement

covering the below described collateral. The terms of the security agreement provide, in part, that TranSouth was granted a security interest in certain personal property therein described. Pursuant to the statutes of the State of Idaho, TranSouth perfected its security interest in the collateral. The collateral consists of the following:

*2002 Pontiac Grand AM, VIN 1G2NF52F32C231077, along with all its accessories.*

A true and correct copy of the Agreement executed by such Debtor and a copy of the Report of Sale and Application for Certificate of Title are attached hereto and made a part hereof.

2. Per the Debtor's Chapter 13 Plan and Related Motions particularly section (b) Surrender of Collateral: The debtor will surrender debtor's interest in TranSouth's collateral.

4. The Bankruptcy Chapter 13 was filed on May 25<sup>th</sup> , 2004. As of the date of filing of TranSouth's Motion for Relief from Automatic Stay, there was due, owing and unpaid upon the Agreement, the sum of \$11,145.65, with interest accruing thereafter at the rate of 19.99% per annum. The collateral has a value of approximately \$9,725.00.

WHEREFORE, in consideration of the above, this Court should forthwith order that the automatic stay in force pursuant to §362(a) of the Bankruptcy Code be annulled, terminated and modified so as to allow TranSouth to enforce its right in and to the collateral above described by virtue of the contract between

TranSouth and Debtor and applicable state and federal law.

Further, should TranSouth exercise its rights to sell or otherwise liquidate the subject collateral pursuant to an Order for Relief from Stay, TranSouth requests the right to file an amended Proof of Claim (within 90 days of) after the sale of the collateral for any deficiency balance remaining and such balance is to be paid and treated as an unsecured claim under the existing Confirmed Plan, if any. TranSouth maintains this right in the event that this case should convert to a subsequent chapter.

DATED this 10 day of July, 2004.

WILSON & McCOLL

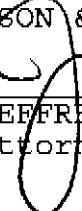
By   
JEFFREY M. WILSON  
Attorney for Creditor

NOTICE

YOU ARE HEREBY NOTIFIED that pursuant to Section 362(e) of the U.S. Bankruptcy Code, any stay in effect as against the secured creditor as to the property described above by virtue of Section 362(a) of the U.S. Bankruptcy Code and LBR 4001.2 may automatically vacate seventeen (17) days from the date of service of this Motion without further notice or hearing unless you file with this court a written objection of creditor's motion per LBR 4001.2 (c) and schedule the same for hearing per LBR 4001.2 (e).

DATED this 10 day of July, 2004.

WILSON & McCOLL

By   
JEFFREY M. WILSON  
Attorney for Creditor

CERTIFICATE OF MAILING

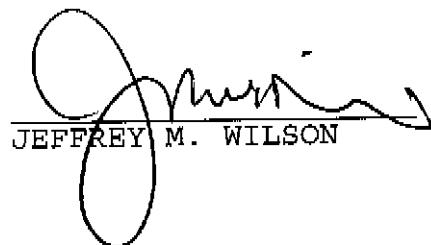
I HEREBY CERTIFY that on the 19 day of July, 2004, I mailed a true and correct copy of the foregoing MOTION FOR RELIEF FROM AUTOMATIC STAY AND NOTICE TO DEBTOR by regular United States mail with the correct postage affixed thereon addressed to:

C. Grant King  
5400 Franklin Rd. #J  
Boise, ID 83705

John H. Krommenhoek  
P.O. Box 8358  
Boise, ID 83707

Katherine L. Yocom  
1446 E. 5<sup>th</sup>, St. #104  
Meridian, ID 83642

U.S. Trustee  
304 N. 8<sup>th</sup> St. Rm 347  
Boise, ID 83702



JEFFREY M. WILSON

## THIS IS A CONSUMER CREDIT SALE DOCUMENT

4342 796 701

## SIMPLE INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT

BUYER'S NAME CATHERINE M. WOODS	DATE OF CONTRACT 12/14/03
BUYING RESIDENT IN FLORIDA, BIRMINGHAM	ZIP CODE 35204-233
2440 N. SOUTHLAKE DR. BIRMINGHAM, AL 35204	STATE AL
CO-BUYER'S NAME AND ADDRESS	
In this contract we are "Buyer" and "Co-Buyer" refers to one credit or jointly named borrower, upon any assignment, he/she(s) may be assigned. The terms "you" are "Buyer" and "we" both you and co-buyer. We can sell your old motor vehicle described below from vehicle to another. The buyer's name and address above are your true date place. The Credit Report is placed below. By signing this contract you/you/both agree to the terms and conditions set forth in this contract. This contract is subject to the usual principal, interest, late charges, fees, and other terms and conditions agreed to in this contract. If this contract is signed by a lawyer and attorney, with a notary public and apostille notarized, it is deemed to be a valid and enforceable agreement in the contract.	
SEE OTHER SIDE FOR ADDITIONAL TERM AND CONDITIONS	
VEHICLE U 2002 FORD TAURUS	YEAR 2002
EXPIRE DATE 12/14/04	TERM 12/14/04
SELLER GRAND AUTO	SELLER'S ADDRESS 1000 1/2 S 22ND ST
APR 10.99%	INTEREST RATE 10.99%

## DISCLOSURES PURSUANT TO THE TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The annual percentage rate on your loan is 10.99% or 1.099% APR	The dollar amount the creditor will receive for your loan is \$ 6,624.98	The amount of actual credit you will receive for your loan is \$ 11,249.84	The amount you will need to pay back over the term of the loan is \$ 17,874.88	The original price of your purchase including your down payment of \$ 680.00 is \$ 16,274.88
YOUR PAYMENT PERIOD(S) Number of Payments	Amount of Payment:	When Payments Are Due:		
One Payment of	\$ 1,077.50	Monthly beginning	04-13-2004	(b) monthly & thereafter
One Final Payment of	\$ 1,077.50	When		

SECURITY: You are giving a security interest in the goods or property being purchased.

LATE CHARGE: If any payment is more than 10 days late we will charge the greater of \$15 or 6% on the late amount.

PREPAYMENT: You may pay off your contract at any time without penalty.

See the reverse side of this document for any additional information regarding repayment, default and any required prepayment in full before the scheduled due.

If you are buying a used vehicle with this contract, no vehicles in the  
category of the vehicle above, (Model 1998/99 Ford Taurus) a special  
offer code is displayed on the window.

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR  
THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON  
THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS  
IN THE CONTRACT OF SALE.**

If you are buying an vehicle with this model year, the options listed in  
the window are correct. To get your specific options, call the manufacturer  
of the vehicle and give them part # and code.

LA DEclaracion que sigue viene la forma de ventanilla para  
este VEHICULO es parte de este contrato. La informacion en  
la forma de ventanilla somera que se le estipula en  
contrato eng. CONTRATO DE VENTA.

**STATEMENT OF INSURANCE**

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase, or negotiate, any insurance through a particular insurance company, agent or broker. You have received Sales & Info in the amount due with this printed information. Insurance is to insure WITH  BEFORE AFTER the due date of the final installment. Insure yourself. Call to procure insurance on the vehicle before the sale. And option for the term of this contract. Any insurance will help you if you are accidented by the insurance carrier.

Plaintiff	
<input checked="" type="checkbox"/> 100% DED. COMP. FIRE & THEFT	Value \$ 11,249.84
<input checked="" type="checkbox"/> 100% DEDUCTIBLE COLLISION	Value \$ 11,249.84
SOCIAL INJURY	Value \$ 11,249.84
PROPERTY DAMAGE	Value \$ 11,249.84
MEDICAL	Value \$ 11,249.84
TOTAL VEHICLE INSURANCE PREMIUMS	\$ 11,249.84

Name of Insurer:

The foregoing disclosures are hereby acknowledged.

X X BUYER

DATE 12/14/03



ITD 0502 (Rev. 11-01)  
Supply # 01-80750-0**Report of Sale and Application for Certificate of Title**

**- MUST BE TYPED -**  
**THIS IS NOT A CERTIFICATE OF TITLE**

Idaho Department of Transportation  
Division of Motor Vehicles

CONTROL NO.

G03347657

**TRADE-IN VEHICLE SATISFACTION OF PREVIOUS LIEN**

Any previous liens on the trade-in vehicle listed on this application for title will be satisfied in full by the person relinquishing possession. If not signed by owner, the dealer on this application is responsible for paying any previous liens. The responsible party must satisfy all liens within 10 business days (Idaho Code 49-1609A).

X

(must be signed by owner(s) relinquishing possession)

Reconstruct Vehicle     Repaired Vehicle     Previous Brand     Special Construc

		IN Vehicle or Hul Identification No. <b>1E2NF52F32C291077</b>					
Previous Title No.		2nd Vehicle Identification No.					
Year	Make	Body Type		Model			
2002	PONTIAC	KCP		GRAND AM			
Description		Color (Primary/Secondary)	Fuel Type		VIN		
		KCP	G		1E2NF52F32C291077		
Weight	Length	Width	Hull Number	Manufacturer	Production		
Odometer Reading		Odometer Status		Odometer Reading Date			
26659		<input checked="" type="checkbox"/> Actual <input type="checkbox"/> In Estimate <input type="checkbox"/> Not Actual <input type="checkbox"/> No Dealer <input type="checkbox"/> Estimate		03-14-2004			
Previous State		Previous State Award		Previous State Title Number			
TYPE OF SALE							
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Consignment Delivery <input type="checkbox"/> Tax Exempt Sale <input type="checkbox"/> Lease - Lessor's Name/Seller Tax No. _____							

SECTION 2 PURCHASER - OWNER		SECTION 3 LEND/OWNER	
Name & Owner's File #, Firm, Ind/M		<input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> U/C <input type="checkbox"/> DBA	
TOCIA KATHERINE		<input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> U/C <input type="checkbox"/> DBA	
NAME of Owner #2 (Last, First, Ind/M)		<input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> U/C <input type="checkbox"/> DBA	
Name of Owner #3 (Last, First, Ind/M)		<input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> U/C <input type="checkbox"/> DBA	
Street Address - Apartment Number 2040 W. Slaton DR			
Mailing Address			
City MERIDIAN		State ID	Zip 83642
Primary Vehicle Name TRANSOUTH			
Mailing address PO BOX 3449			
City Coeur d'Alene		State ID	Zip 75019
Last Change Date 03-14-2004			

Vehicle Dealer No.	Sales Permit Number	Delivery Date
1632	695462-5	03-14-2004
TRADE-IN VEHICLE, TRADE-IN AND NOT ALLOWED IN PREVIOUS PURCHASE		
Trade-In Price \$ 11,884.00		
Trade-In Allowance (Dealer Only) N/A		
Net Sales \$ 11,884.00		
Tax Collected \$ 565.04		
TRADE-IN VEHICLE, TRADE-IN AND NOT ALLOWED IN PREVIOUS PURCHASE		
Trade-In Price \$ 11,884.00		
Trade-In Allowance (Dealer Only) N/A		
Net Sales \$ 11,884.00		
Tax Collected \$ 565.04		

Dealer/Agency Name <b>WEST COAST CAR CO</b>	
Business Address 8528 W FAIRVIEW AVE BOISE ID 83704 Phone No. 208-733-0000	
I certify that I have physically inspected the aforementioned vehicle and believe it to be in good condition and the vehicle and date of this application are correct. I have been fully informed concerning this application and understand that if inaccurate, I further certify it is false. Information contained herein is true and current to the best of my knowledge and belief. I also certify that I am the original owner of this vehicle to date of title and that I am the sole owner of this vehicle. I also certify that no other party has any interest in this vehicle.	
X _____	
Authorized Signature	
03-14-2004	
Title Date	

SECTION 4 SELLER/AGENCY INFORMATION	
I certify that I have physically inspected the aforementioned vehicle and believe it to be in good condition and the vehicle and date of this application are correct. I have been fully informed concerning this application and understand that if inaccurate, it is false. Information contained herein is true and current to the best of my knowledge and belief. I also certify that I am the original owner of this vehicle to date of title and that I am the sole owner of this vehicle. I also certify that no other party has any interest in this vehicle. The signature below is my true and legal signature.	
X _____	
Applicant's Signature	
X _____	
Applicant's Signature	
I _____ ) 855-0401	
Phone Number	